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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

ARB-233-2023

Date of Decision:- 01.02.2024

M/S ZAMIL AIR CONDITIONERS INDIA PVT LTD ..Petitioner
Versus

THAPAR INSTITUTE OF ENGINEERING AND TECHNOLOGY
... Respondent

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Mrinal Beri, Advocate
for the petitioner.

Mr. Rajat Khanna, Advocate
Mr. Vijay Pratap Singh, Advocate and
Mr. Vishal Saini, Advocate
for the respondent.

SUVIR SEHGAL, J. (Oral)

1. This petition has been filed under Section 11 (6) of the Arbitration and Conciliation Act, 1996 for appointment of arbitrator.
2. Upon notice, respondent has filed a reply contesting the petition wherein primarily three objections have been taken. Firstly, the respondent has submitted that the claim is barred by time. However, this objection is deserves to be noticed and rejected as it come on record that the last payment of Rs.25,00,000/- was made to the petitioner on 19.02.2020 and petitioner invoked the arbitration clause by serving a notice on 23.05.2020 (Annexure P-8). Thereafter, another payment of Rs.1, 46, 560/- was made to the petitioner on 07.04.2021. This notice has been duly responded to by the respondent by its reply dated 11.06.2020 (Annexure P-10) and the present petition has been filed on 18.05.2023, within the prescribed period of limitation. Therefore, the first objection of the respondent is rejected. Secondly, the respondent has submitted that the claimant has not attached any document to supports his claim. This aspect

has to be gone into by the Arbitrator and is not required to be examined by this Court. The third objection of the respondent is that the contract of the agreement is insufficiently stamped. This issue has been finally settled by the Supreme Court in “In Re: Interplay between Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and the Indian Stamp Act, 1899. In view of the above, the prayer made in the petition deserves to be accepted.

3. Clause GCC 38 of the agreement (Annexure P-3) provides for the resolution of the disputes by appointment of an arbitral tribunal consisting of three Arbitrators. Counsel for the parties are *ad idem* that the dispute may be referred to a sole Arbitrator.

4. Their request is accepted. The petition is allowed. 5.

5. Justice R.P. Nagrath, former Judge of this Court, House No.162, Sector-123, New Sunny Enclave, Kharar, Mohali (Mb No.85588-0990) is appointed as an arbitrator to resolve the dispute between the parties. Liberty is given to the parties to make a request before the Arbitrator for conducting the proceedings through Video conferencing or at Patiala in which case, necessary arrangements for travel be made by them.

6. Parties are directed to appear before the learned Arbitrator on day, time and place to be fixed and communicated by the learned Arbitrator at their convenience.

7. Copy of the order be sent to the appointed arbitrator.

01.02.2024
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(SUVIR SEHGAL)
JUDGE

Whether speaking /reasoned
Whether Reportable

Yes/No
Yes/No